

**CONTRACT AWARD NOTIFICATION**  
**SPECIFICATION NO.02-091**  
**ANNUAL REQUIREMENTS FOR CAR WASH SERVICES**

**DATE:** July 14, 2004

**CONTRACT PERIOD:** July 1,2004 thru June 30,2005

**CONTRACTOR:** Jetsplash, LLC.  
3801 S. 9<sup>th</sup> Street  
Lincoln NE 68502

**PURCHASING DIVISION**  
**K-STREET COMPLEX**  
**440 SOUTH 8<sup>TH</sup> STREET**  
**LINCOLN, NEBRASKA 68508**  
**(402) 441-7410**

**Company Representative:** Matt Toombs  
**Telephone No.:** (402) 420-7760  
**FAX No.:**

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THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

Annual Requirements for Vehicle Wash and related services  
for City-County Departments as per attached contract dated  
June 28, 2004

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

EO #70576  
Dated: 06/28/04

Original Contract to: Contractor  
~~City Clerk~~  
City/Co. Purchasing Division

C-04-0256

RECEIVED

JUN 14 2004

LANC COUNTY CLERK

CONTRACT DOCUMENTS

**CITY OF LINCOLN**  
**NEBRASKA**

ANNUAL REQUIREMENTS FOR CAR WASH SERVICES  
AS PER SPECIFICATION #02-091

Contractor: Jetsplash, LLC, Lincoln, NE

**SUMMARY OF CONTRACT PRICES  
ALTERNATIVES, LOCATIONS & CONTACTS**

**SPECIFICATION #02-091 Annual Requirements for Car Wash  
Services**

Date: May 24, 2004

PRICE	SERVICE DESCRIPTION	VENDOR NAME	LOCATION	COMMENTS
\$3.00	<b>Basic Wash</b> - rinse & air dry Automatically operated. Touch-less wash tunnel. NO TOWEL DRY FOR THIS PRICE. Note: Extra wide/long vehicles will not fit.	<b>West "O" Super Wash</b>	732 W. "O" Street  CONTACT: Ron Liston PHONE: 488-2158	- Most economical price on the basic service. - Hours: 24 hours 7 days / week - Convenient to downtown and West Lincoln - Coupons or coin tokens (pre- purchased)
\$5.00	<b>Basic Wash</b> - rinse & blow dry All vehicles are hand prepared with high pressure b-4 entering the auto wash tunnel - TOWEL DRY FOR THIS PRICE.	<b>Jetsplash, LLC</b> (b-4 first visit, call to set up account)	3801 S. 9 <sup>th</sup> Street  CONTACT: Matt Toombs PHONE: 420-7760	- Convenient location to downtown - Propose keeping a log and billing monthly - Hours: M-F from 7:30 am - 6:00 pm Sat from 8:00 am - 6:00 pm Sun from 10:00 am - 5:00 pm
\$7.00	<b>Deluxe Wash</b> - All vehicles are hand prepared with high pressure b-4 entering the auto wash tunnel. <b>Under carriage, rinse, spray wax</b> , blow & towel dry - Full service with attendants	<b>Jetsplash, LLC</b> (b-4 first visit, call to set up account)	3801 S. 9 <sup>th</sup> Street  CONTACT: Matt Toombs PHONE: 420-7760	- Convenient location to downtown - Propose keeping a log and billing monthly - Hours: M-F from 7:30 am - 6:00 pm Sat from 8:00 am - 6:00 pm Sun from 10:00 am - 5:00 pm
\$19.99	<b>Hand Wash</b> - with standard soap and wet cloth to remove stains, dirt and debris. Special care is taken for emergency lights, antennas, exterior racks and other attached equipment.	<b>Jetsplash, LLC</b> (b-4 first visit, call to set up account)	3801 S. 9 <sup>th</sup> Street  CONTACT: Matt Toombs PHONE: 420-7760	- Convenient location to downtown - Propose keeping a log and billing monthly - Hours: M-F from 7:30 am - 6:00 pm Sat from 8:00 am - 6:00 pm Sun from 10:00 am - 5:00 pm
\$5.00	<b>Interior Cleaning</b> - Vacuum, windows washed inside & out	<b>Jetsplash, LLC</b> (b-4 first visit, call to set up account)	3801 S. 9 <sup>th</sup> Street  CONTACT: Matt Toombs PHONE: 420-7760	- Convenient location to downtown - Propose keeping a log and billing monthly - Hours: M-F from 7:30 am - 6:00 pm Sat from 8:00 am - 6:00 pm Sun from 10:00 am - 5:00 pm

PRICE	SERVICE DESCRIPTION	VENDOR NAME	LOCATION	COMMENTS
<b>Auto Tunnel (Same as basic wash above) \$3.00</b>	<b>Auto Wash</b> - Open 24 hrs. Automatically operated. Touch-less wash tunnel.  Note: Extra wide/long vehicles will not fit.	<b>West "O" Super Wash</b>	732 W. "O" Street  CONTACT: Ron Liston PHONE: 488-2158	- Most economical price on the basic service. - Hours: 24 hours 7 days / week - Convenient to downtown and West Lincoln - Coupons or coin tokens (pre-purchased)
<b>Wand Option \$3.00</b>	<b>Auto Wash</b> - Open 24 hrs., Spray wand type basic wash. Requires pre-purchased coin token for 10-minute self operated spray wash.	<b>West "O" Super Wash</b>	732 W. "O" Street  CONTACT: Ron Liston PHONE: 488-2158	- Most economical price on the basic service. - Hours: 24 hours 7 days / week - Convenient to downtown and West Lincoln - Coupons or coin tokens (pre-purchased)
Renewal Option	Yes, renewal option is offered	<b>West "O" Super Wash</b>	732 W. "O" Street	Price will remain firm for the entire 3 year period
Renewal Option	Yes, renewal option is offered	<b>Jetsplash, LLC</b>	3801 S. 9 <sup>th</sup> Street	Prices guaranteed for only the first 12 months, thereafter may rise

# CITY OF LINCOLN, NEBRASKA

## CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of June 2004, by and between Jetsplash, LLC, 3801 S. 9<sup>th</sup> Street, Lincoln, NE 68502 hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the "City".

WITNESS, that:

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

**For all labor, material, equipment necessary to perform "Annual Requirements for Car Wash Services", per Bid Specification #02-091 and Contractor Bid dtd May 25, 2004 and,**

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract;

**EQUAL EMPLOYMENT OPPORTUNITY:** In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

1. General Description. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents.
2. Term of the Agreement. Term of the Agreement shall be one year as twelve (12) consecutive months, and shall be July 1, 2004 through June 30, 2005.
  - 2.1 At the City's request, with the Contractor's consent, the agreement shall be renewable for two (2) each additional one (1) year periods with any extensions as mutually agreed.

3. Governing Laws. The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this agreement.
4. Quantity Requirements. The quantities set forth in the specification document are approximate and represent the estimated requirements of the City for the contract period. Quantities listed may or may not be inclusive of City requirements for this category.
5. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age or marital status.
  - 5.1 The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex or national origin.
  - 5.2 Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
6. The Contract Documents comprise the Contract, and consist of the following:
  1. This Contract Agreement
  2. The Specifications                      Exhibit A
  3. The Accepted Proposal                Exhibit B
  4. Insurance Requirements               Exhibit C
7. Compensation. The City shall pay for purchased services and equipment at the rates as set in **Exhibit B**. Payment will be made, unless otherwise stated, within thirty (30) calendar days after acceptance and proper invoicing by the Contractor. No increase above said bid price will be allowed to the Contractor during the term of the contract unless and except as provided by the specifications.
8. Invoices. Contractor shall, within fifteen (15) working days following the last day of each calendar month in which services were provided, submit an invoice and request for payment on an invoice form acceptable to the City. The invoice shall itemize:
  - 8.1 the services or equipment rendered listed by classification;
  - 8.2 the date such services were provided;
  - 8.3 a general description of the services or equipment provided;
  - 8.4 the name of client receiving services
  - 8.5 the amount and type of all reimbursable expenses being charged to the Contract, and
  - 8.6 the dates of the performance period covered by the invoice.

9. Payment of Unauthorized Claims. The City may refuse to pay any claim that is not specifically authorized by this Contract. Payment of a claim shall not preclude the City from questioning the propriety of the claim. The City reserves the right to offset any overpayment or disallowance of claim by reducing future payments.
10. Inclusion Of All Necessary Fees. The Contractor shall comply with all federal, state, and local laws together with all ordinances and regulations applicable to the services. The Contractor shall procure all licenses, permits, or other rights necessary for the fulfillment of its obligation under this agreement.
11. Status of Employees. Any and all employees of the Contractor or other persons, while engaged in the performance of any work or services required by the Contractor under this agreement, shall not be considered employees of the City and all claims that may or might arise under the Worker's Compensation on behalf of said employees or other persons while so engaged, and any and all claims made by any third party as a consequence of any act or omission on the part of the work or service provided to be rendered herein, shall in no way be the obligation or responsibility of the City. For all purposes the Contractor shall be considered an independent Contractor.
12. Indemnification. Both parties shall indemnify and hold harmless, the other party, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract. Both parties shall be responsible for the acts of their own members, officers and employees including those caused in whole or part by any negligent act or omission. This shall also mean any subcontractor, or anyone directly or indirectly employed by the Contractor.
13. Non-exclusiveness of Remedies. Any right or remedy on behalf of the City provided for in any part of this contract, including, but not limited to, any guaranty or warranty or any remedy for Contractor's nonperformance, shall be in addition to and not a limitation of any right or remedy otherwise available by law, equity, or statute.
14. Non Exclusive Relationship. The Contractor shall not necessarily be the sole contractor for the purposes of providing the services necessary to meet the needs of the City. City hereby expressly reserves the right, in its sole discretion, to enter into similar agreements with or purchase similar services from one or more providers, other than the Contractor
15. Payment Upon Early Termination. In the event this Contract is terminated before the completion of services, the City shall pay the Contractor for services provided in a satisfactory manner, a sum based upon the actual time/materials spent at the rates stated in **Exhibit B**. In no case shall such payment exceed the total contract price.
16. Termination. The Agreement may be terminated by the following:
  - 16.1 Termination for Convenience. The City and/or Contractor may terminate any part of or the entire contract that may result from this bid without cause and at any time provided the other party is given thirty (30) calendar days written notice.

- 16.2 Termination for Cause. The City may terminate the Contract if the Contractor:
- 16.2.1 Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide complete needs assessment as requested.
  - 16.2.2 Disregards laws, ordinances, or regulations or orders of a public authority having jurisdiction over the Contract.
  - 16.2.3 Otherwise commits a substantial breach of any provision of the Contract Document.
- 16.3 Termination for Insolvency. Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition for bankruptcy has been filed, and whether or not insolvent within the meaning of the Federal Bankruptcy Law; the filing of a voluntary petition to have Contractor declared bankrupt; the appointment of a Receiver or Trustee for Contractor; or the execution by Contractor of a general assignment for the benefit of creditors.
17. Termination Process. The City and the Contractor shall have the following obligations upon termination:
- 17.1 The City must notify the Contractor in writing. Upon receipt of notice, the Contractor must cease all work and proceed to close out all operations.
  - 17.2 The Contractor must appraise the work completed and submit the appraisal to the City for evaluation.
    - 17.3.1 In the event of termination for any reason, Contractor shall make available to the City or its designate a full accounting of the status of all City accounts.
    - 17.3.2 The City will pay the Contractor a fee for the percentage of the work actually completed as payment in full for services rendered to the date of termination.
      - 17.3.2.1 The fees shall be the Contractor's fee as described in the offer(see Exhibit B).
      - 17.3.2.2 The City will make final payment within 60 days of contractor's delivery and City's acceptance of all completed or partially completed work.
18. Notices. All notices or demands required or permitted to be given or made hereunder shall be in writing and shall be deemed to have been given if made by hand delivery with signed receipt, or when mailed by first class registered or certified mail, postage prepaid, addressed to the City and Contractor at their respective addresses designated herein, or at such other address as the City or Contractor, as the case may be, shall have furnished in writing to the other.
19. Insurance. The Contractor shall maintain during the life of this contract the types and amounts of insurance as specified in the attached "Insurance Requirements for City Contracts (**Exhibit C**). The City shall be named as additional insured with regard to the performance of the contract services.



## CONTRACT AGREEMENT

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and the are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

### EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk



CITY OF LINCOLN, NEBRASKA

Mayor

Approved by Executive or No. 70576

dated 6-28-69

### EXECUTION BY CONTRACTOR

#### IF A CORPORATION:

Name of Corporation

Address

ATTEST:

(SEAL)

Secretary

By: \_\_\_\_\_  
Duly Authorized Official

Legal Title of Official

#### IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

3801 S. 9TH ST LINCOLN, NE 68502

By: \_\_\_\_\_  
Member

By: \_\_\_\_\_  
Member